

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

| | | |
|----------------------------|---|-----------------------|
| UNITED STATES OF AMERICA, |) | |
| |) | Civil Action No. |
| Plaintiff, |) | 1:10-cv-00765-GBL-TRJ |
| |) | |
| v. |) | |
| |) | |
| ISHMAEL JONES, a pen name, |) | |
| |) | |
| Defendant. |) | |
| |) | |

ORDER

In accordance with the Order entered by this Court on June 20, 2011 (Dkt. No. 45), in which the Court granted the United States' Motion for Partial Summary Judgment as to Liability, and in consideration of the United States' Motion for Summary Judgment as to the remedy, and any response and reply thereto, the Court concludes that permanent injunctive relief and the imposition of a constructive trust is warranted and necessary to prevent defendant Ishmael Jones or any of his aliases, including his true name (hereafter the "defendant"), from continuing to breach his Secrecy Agreement and fiduciary duty with the Central Intelligence Agency ("CIA"). Accordingly, it is hereby ORDERED that the United States' Motion is GRANTED. IT IS FURTHER ORDERED that:

- (1) a constructive trust for the benefit of the United States is hereby imposed over any and all revenues, gains, profits, royalties, and other financial advantages derived by the defendant and in his possession or control, or derived by the defendant in the future, from the sale, serialization, republication rights in any form, television or movie rights, and other distribution for profit, of the work entitled "The Human

Factor: Inside the CIA's Dysfunctional Intelligence Culture" ("The Human Factor").

- (2) the defendant pay to the United States any and all revenues, gains, profits, royalties, and other financial advantages derived by the defendant and in his possession or control, or derived by the defendant in the future, from the sale, serialization, republication rights in any form, television or movie rights, and other distribution for profit of "The Human Factor."
- (3) the defendant, his assigns, agents, servants, employees, and attorneys, and those persons in active concert or participation with him who receive actual notice of this Order through personal service or otherwise, are hereby permanently enjoined from further breaching the terms and conditions of the defendant's Secrecy Agreement and fiduciary duty with the CIA by taking any steps toward publicly disclosing any intelligence-related material without first obtaining the CIA's written permission to do so through the prepublication review process; by further publishing "The Human Factor" in any form or media, or from otherwise exercising any and all rights in and to "The Human Factor"; or by otherwise breaching Jones' Secrecy Agreement and fiduciary duty.
- (4) the defendant, his assigns, agents, servants, employees, and attorneys, and those persons in active concert or participation with him who receive actual notice of this Order through personal service or otherwise, are hereby permanently enjoined from disbursing or agreeing to disburse any and all revenues, gains, profits, royalties, and other financial advantages derived in the future from the sale,

serialization, republication rights in any form, television or movie rights, and other distribution for profit of "The Human Factor" to anyone other than the United States. Any and all such revenues, gains, profits, royalties, and other financial advantages derived in the future from the sale, serialization, republication rights in any form, television or movie rights, and other distribution for profit of "The Human Factor" shall be paid to the United States.

Dated:

April 18, 2012

/s/

Gerald Bruce Lee
United States District Judge

Gerald Bruce Lee
United States District Judge